

Item No. 14c**TOWN OF LAUDERDALE-BY-THE-SEA****AGENDA ITEM REQUEST FORM****Municipal Services Director**

Department Submitting Request

Dept Head's Signature [Signature]

X	Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office
<input type="checkbox"/>	Nov 10, 2009	Oct. 30 (5:00 p.m.)	<input type="checkbox"/>	Jan 26, 2010	<input type="checkbox"/>	March 23, 2010
<input type="checkbox"/>	Dec 1, 2009	Nov 20 (5:00 p.m.)	<input type="checkbox"/>	Feb 9, 2010	<input type="checkbox"/>	April 13, 2010
<input type="checkbox"/>	Dec 8, 2009	Nov 25 (5:00 p.m.)	<input type="checkbox"/>	Feb 23, 2010	<input type="checkbox"/>	April 27, 2010
<input type="checkbox"/>	Jan 12, 2010	Dec 31 (5:00 p.m.)	<input type="checkbox"/>	Mar 4, 2010	<input checked="" type="checkbox"/>	May 11, 2010

NATURE OF AGENDA ITEM

- | | | |
|--|--|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Resolution | <input type="checkbox"/> New Business |
| <input type="checkbox"/> Report | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Manager's Report |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Attorney's Report |
| <input checked="" type="checkbox"/> Bids | <input checked="" type="checkbox"/> Old Business | <input type="checkbox"/> Other |

SUBJECT: Award of Bid for Annual Street Light Maintenance Services. ITB# 10-03-02

EXPLANATION: At the direction of the Town Commission, the annual service contracts for electrical services and street light maintenance were rebid rather than renewed for a second year. The invitation to bid was issued on March 10, 2010 and bids were opened on April 8, 2010. The ten (10) bids received are shown on the attached bid tabulation sheet (Attachment 1). The ITB# 10-03-02 with the information for the apparent low bidder, Universal Electric of Florida, Inc., is attached (Attachment 2). Services provided under this bid are for routine and emergency maintenance and repairs that do not exceed \$3,000 per occurrence. The term for this contract (Section 8, page 15) is two (2) years with the Town having the option to renew for one (1) additional year at the same terms and conditions.

For the last eight months we have expended \$21,134 for electrical and street light maintenance of which about 30% (\$6,400) is for street light repairs. At the current rate of spending, we estimate the fiscal year total to be about \$9,600 for street light maintenance and repair. Even though the expense of this contract is under the \$15,000 limit for written bids, we formally bid this contract as the cost of repairs are beyond our control and could exceed the limit in a year.

Staff checked Myflorida.com and found no complaints listed for this firm. We also checked with several building officials, which did not know of any complaints. In addition, staff spoke with two of the firm's references and received positive comments.

STAFF RECOMMENDATION: Recommend award of the electrical services annual contract to the low bidder, Universal Electric of Florida, Inc.

BOARD/COMMITTEE RECOMMENDATION: N/A



Item No. _____

TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

Municipal Services Director

Department Submitting Request

Dept Head's Signature

FISCAL IMPACT AND APPROPRIATION OF FUNDS: Funds budgeted or recovered from individuals responsible for damages.

- | | |
|---|--|
| <input type="checkbox"/> Amount \$ _____ | <input type="checkbox"/> Acct # _____ |
| <input type="checkbox"/> Transfer of funds required | <input type="checkbox"/> From Acct # _____ |
| <input type="checkbox"/> Bid | <input type="checkbox"/> Grant <input type="checkbox"/> Amount represents matching funds |
-
-
-
-
-

Town Attorney review required

☐ Yes ☒ No

Town Manager's Initials: CA

STREETLIGHT MAINTENANCE

INVITATION TO BID #10-03-02

	Universal Electric of Florida, Inc.	Imperial Electrical, Inc.	Horsepower Electrical, Inc.	Scott's Electrical & Lighting, LLC	American Lighting and Signalization	Davco Electrical Contractor s Corp.	Lighting Management Co., Inc.	Signal Technology, Inc.	Florida Electric Contracting Service Inc.	Lectra Living, Inc.
REGULAR HOURLY RATE										
DURING REGULAR BUSINESS HOURS:										
JOURNEYMAN	\$ 34.75	\$ 40.00	\$ 85.00	\$ 40.00	\$ 45.00	\$ 55.00	\$ 65.00	\$ 65.00	\$ 45.00	\$ 65.00
HELPER	\$ 22.75	\$ 25.00	\$ 65.00	\$ 30.00	\$ 25.00	\$ 40.00	N/A	\$ 45.00	\$ 38.50	\$ 33.00
AFTER REGULAR BUSINESS HOURS:										
JOURNEYMAN	\$ 17.00	\$ 15.00	\$ 90.00	\$ 40.00	\$ -	\$ 82.50	\$ 97.50	\$ 25.00	\$ 75.00	\$ 97.50
HELPER	\$ 11.00	\$ 10.00	\$ 70.00	\$ 30.00	\$ -	\$ 60.00	N/A	\$ 15.00	\$ 57.75	\$ 49.50
DURING HOLIDAYS OUTLINED IN THE CONTRACT:										
JOURNEYMAN	\$ 14.45	\$ 15.00	\$ 90.00	\$ 50.00	\$ -	\$ 82.50	\$ 130.00	\$ 50.00	\$ 75.00	\$ 97.50
HELPER	\$ 10.00	\$ 10.00	\$ 70.00	\$ 40.00	\$ -	\$ 60.00	N/A	\$ 25.00	\$ 57.75	\$ 49.50
MARK-UP ON MATERIALS AT COST:	15%	15%	15%	15%	20%	10%	25%	17.5%	28%	15%
HOURLY RATE FOR THE USE OF A 40' LIFT TRUCK:	\$ 30.00	\$ 40.00	\$ 25.00	\$ 40.00	\$ 30.00	\$ 40.00	\$ 65.00	\$ 35.00	\$ 35.00	\$ 80.00

REVIEWED BY: KAOLA KING
Director of Finance and Budget

DATE: 4/12/2010

Attachment (1)

Universal Electric of Florida, INC.

6784 NW 17th Ave

Ft. Lauderdale, FL 33309

(954)-484-5233 (Tel)

(954)-484-5487 (Fax)

Town of Lauderdale by the Sea

ITB# 10-03-02

Copy 2 Bid Document

Invitation To Bid

STREETLIGHT MAINTENANCE
SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

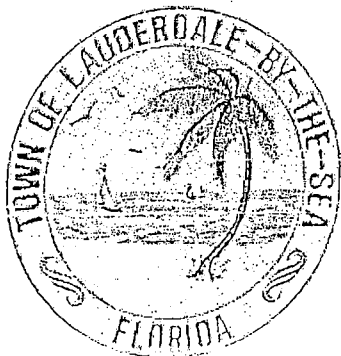
ITB # 10-03-02

MAIL OR
DELIVER
BIDS TO:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
(954) 776-0576

BIDS MUST BE
RECEIVED NO
LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



INVITATION TO BID
ITB # 10-03-02

Sealed Bids for the Streetlight Maintenance Services Agreement 2010 will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and will be publicly opened and read soon thereafter. Any bids received after the time and date specified will not be considered. Bid packets may be obtained at the office of the Town Clerk, 954-776-0576.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of streetlight maintenance for streetlight equipment and systems specified in the contract documents.

SunSentinel: March 21, 2010

_____ 2010

To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation To Bid.....	1
Street Light Maintenance Bid Form	2
Specifications	8
Street Light Maintenance Services Bid	9-11
Statement of No Bid	13

Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit.....	20
Public Entity Crimes Form.....	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS
AND
INFORMATION

INVITATION TO BID

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

- 1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
3. Bidder shall thoroughly examine and complete the entire bid.
4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
2. Minority Business Enterprises (MBE), as applicable.
3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: _____

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF-POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

SPECIFICATIONS
FOR STREET LIGHT MAINTENANCE SERVICES

PART I GENERAL

1.1 DESCRIPTION OF WORK: (Scope of work)

Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein;

- A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
- B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. – 5:00 p.m., excluding holidays, and as outlined below:
 - 1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an overtime surcharge above the normal hourly rate for technicians as stated in the bid.
 - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
- C. Services Provided
 - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
 - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this ____ day of _____, 2010.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Esther Colon, Town Manager

BID FORM
STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER:

UNIVERSAL ELECTRIC OF FLORIDA, INC.

Bidder's authorized Contact person:

PHILIP L. KROVMAN JR.

Telephone:

(954) 484-5233 CELL (954) 214-0089

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

STREET LIGHT MAINTENANCE CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 34.75
HELPER \$ 22.75

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 17.00
HELPER \$ 11.00

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 14.45
HELPER \$ 10.00

MARK-UP ON MATERIALS AT COST,
EXCLUDING SALES TAX,
SHIPPING & HANDLING

% 15.00

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ 30⁰⁰ per hour

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BLVD SUITE 323

SUNRISE FL. 33357-6704

TEL: 754-321-0507 (CONTACT: MARK ALAN)

BID # 24-123R ELECTRICAL AND FIRE ALARM SERVICE

CITY OF HOLLYWOOD FLORIDA

2600 HOLLYWOOD BLVD.

HOLLYWOOD FL. 33020

TEL: 954-921-3552 (CONTACT: IAN SUPERVILLE)

BID # F-4230-10-15 ELECTRICAL MAINTENANCE + REPAIR

CITY OF CORAL SPRINGS, FLORIDA

9551 WEST SAMPLE ROAD

CORAL SPRINGS, FL. 33065

TEL: 954-344-1100 (CONTACT: ANTHONY KESNICK)

BID # 05-B-002P LICENSED ELECTRICAL CONTRACTOR

SEE ADDITIONAL ATTACHED SHEETS

Universal Electric of Florida, Inc.
6784 N.W. 17th Avenue
Ft. Lauderdale, FL 33309
(954)-484-5233 (Tel)
(954)-484-5487 (Fax)

Reference Sheet:

General Contractors:

Padula & Wadsworth Const.
Contact: Harry Padula
2100 North Andrews Avenue Ext
Pompano Beach, FL 33039
(954)-974-3262 (Tel)
(954)-974-3272 (Fax)

James A. Cummings
Contact: Eric Enage
3575 N.W. 53rd Street
Ft. Lauderdale, FL
(954)-733-4211 (Tel)
(954)-485-9688 (Fax)

Vendors:

World Electric Supply
Contact: James Laplant
2510 West Copans Rd. #100
Pompano Beach, FL 33069
(954)-979-1960 (Tel)
(954)-957-8688 (Fax)

Electrical Supplies, INC.
Contact: Don Farnan
13395 N.W. 107th Avenue
Miami, FL 33018
(305)-702-6001 (Tel)
(305)-702-6004 (Fax)

Current Projects:

Project and Brief Description:

Palm View Elementary, New Multipurpose Building, Remodeling, & Site Improvements 2601 NE 1st Avenue, Pompano Beach, FL

Project Owner: School Board of Broward County

Phone Number: (754)-321-1500 Fax: (754)-321-3389

Project Architect: Zelch & MacMahon

Phone: (954)-525-0975 Fax: _____ Stage of Completion: 25%

Construction Contract Amount: \$787,150.00

General Contractor: Hewett-Kier Construction, INC. Phone: (954)-974-3262 Fax: (954)-974-3272

Project and Brief Description:

Lincoln Park Elementary, New Elementary School

2230 Lincoln Street, Hollywood, FL 33020

Project Owner: School Board of Broward County

Phone Number: (754)-321-1500 Fax: (754)-321-3389

Project Architect: BRPH Architects – Engineers, INC.

Phone: (561)-616-5878 Fax: _____ Stage of Completion: 45%

Construction Contract Amount: \$2,145,000.000

General Contractor: Padula & Wadsworth Construction Phone: (954)-974-3262 Fax: (954)-974-3272

Project and Brief Description:

Tropical Elementary School, New Food Service Multipurpose Building Renovations, and Site Improvements.

1500 SW 66th Ave, Plantation, FL

Project Owner: School Board of Broward County

Phone Number: (754)-321-1500 Fax: (754)-321-3389

Project Architect: Zelch & MacMahon

Phone: (954)-525-0975 Fax: _____ Stage of Completion: 65%

Construction Contract Amount: \$831,417.00

General Contractor: Stiles Construction Co., Phone: (954)-627-9150 Fax: (954)-627-9192

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bid for the following reasons:

____ Insufficient time to respond to the Invitation To Bid

____ Do not offer this service

____ Our schedule will not permit us to perform

____ Unable to meet specifications

____ Specific reasons unclear (Please explain below)

____ Remove name from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"

____ Other (Please specify below)

REMARKS: _____

We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

STREET LIGHT MAINTENANCE SERVICES AGREEMENT

This Street Light Maintenance Services Agreement, made and entered into this _____ day of _____, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.

3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _____
Susan Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager

CONTRACTOR

UNIVERSAL ELECTRIC OF FLORIDA, INC.

By: Philip L. Knowman

Date: 4-08-10

Philip L. Knowman
Print Name

Title: PRESIDENT

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Rup 215 A



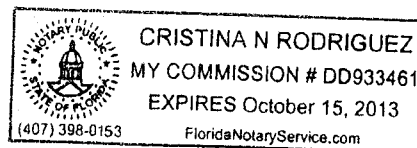
Universal Electric of Florida, INC.
6784 N.W. 17th Avenue
Ft. Lauderdale, FL 33309

Sworn and subscribed before me this

30th day of March, 2010

u
NOTARY PUBLIC, State of Florida

My Commission Expires: _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. _____
ITB # 10-03-02 for STREETLIGHT
MAINTENANCE SERVICES AGREEMENT 2010
2. This sworn statement is submitted by UNIVERSAL ELECTRIC OF FLORIDA, INC.
(name of entity submitting sworn statement)
whose business address is 6784 N.W. 17th Ave
FORT LAUDERDALE, FL. 33309 and (if applicable)
its Federal Employer Identification Number (FEIN) is 591898508 (If
the entity has no FEIN, include the (Social Security Number) of the individual signing
this sworn statement.) (261 83 5573)
3. My name is PHILLIP L. KROYMAN JR. and
my relationship to UNIVERSAL ELECTRIC (please Print name
of individual signing) the entity named above is
PRESIDENT AND OWNER
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or
with an agency or political subdivision of any other state or with the United States,
including but not limited to, any bid or contract for goods or services to be Provided
to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication guilt, in any federal or state trial court of record relating to
charges brought by indictment information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means

1. A Predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
 - ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Phyllis 2/8/10
(signature)

3.30.2010
(date)

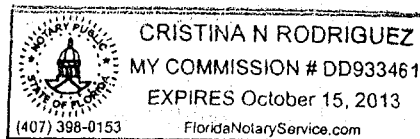
STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Cristina Rodriguez
who, after first being sworn by me, affixed his/her signature
Phillip L. Kroyman Jr. in the space provided above on this 30th
(name of individual signing)
day of March, 2010.

My commission expires:

u
NOTARY PUBLIC



**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION****ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783****(850) 487-1395****KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC
6784 N.W. 17TH AVENUE
FORT LAUDERDALE FL 33309**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION****AC# 3831574****EC13001975 06/27/08 078171589****CERTIFIED ELECTRICAL CONTRACTOR
KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC****IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2010 L08062700753**

DETACH HERE

AC# 3831574**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD****SEQ# L08062700753**

DATE	BATCH NUMBER	LICENSE NBR	
06/27/2008	078171589	EC13001975	Additional Business Qualification

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

**KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC
6784 N.W. 17TH AVENUE
FORT LAUDERDALE FL 33309****CHARLIE CRIST
GOVERNOR****CHUCK DRAGO
INTERIM SECRETARY**

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/25/10MLA

PRODUCER

Advanced Insurance U/W
3250 N. 29th Avenue
Hollywood, FL 33020
954 416-9712

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: FCCI Insurance Company

10178

INSURER B: Scottsdale Insurance Company

41297

INSURER C: American Bankers Insurance

10111

INSURER D:

INSURER E:

INSURED

Universal Electric of Florida, Inc.
& Philco Electric of Florida, Inc.
6784 N.W. 17th Avenue
Fort Lauderdale, FL 33309

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP00035197	03/01/2010	03/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA00043467	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	XLS0065075	03/01/2010	03/01/2011	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	001WC09A45307	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Property	CPP00035197	03/01/2010	03/01/2011	See Below
C	Inland Marine	CPP00035197	03/01/2010	03/01/2011	See Below
C	Flood	AB00002074	04/02/2009	04/02/2010	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: ITB#: 10-03-01

Certificate Holder is listed as Additional Insured under the General Liability policy as required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Lauderdale-By-The-Sea
Attn: June White, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charlotte Floyd

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Property Coverage:

Special Form, 80% Coinsurance, Replacement Cost, 5% Wind/Hail Deductible, \$1,000 All Other Perils Deductible

Location: 6784 N.W. 17th Avenue, Fort Lauderdale, FL

Building Limit - \$645,750

Contents Limit - \$102,500

Location - 5311 N.W. 22nd Avenue, Tamarac, FL

Building Limit - \$324,173

Contents Limit - \$15,375

Inland Marine Coverage:

Scheduled Equipment Limit - \$82,000

Schedule on file with Company

Leased or Rented Equipment Limit - \$15,000

Flood Coverage:

Location: 6784 N.W. 17th Avenue, Fort Lauderdale, FL

Building Limit - \$500,000

Deductible - \$500

Item No. 160**TOWN OF LAUDERDALE-BY-THE-SEA****AGENDA ITEM REQUEST FORM****Assistant Town Manager**

Department Submitting Request

John Olinzock

Dept Head's Signature

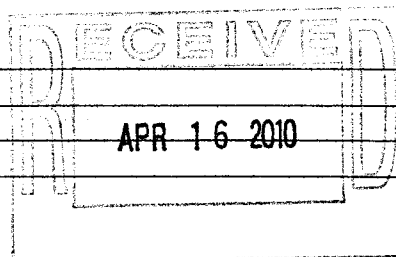
<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>
<input type="checkbox"/> Nov 10, 2009	Oct. 30 (5:00 p.m.)	<input type="checkbox"/> Jan 26, 2010	Jan 15 (5:00 p.m.)	<input type="checkbox"/> March 23, 2010	Mar 12 (5:00 p.m.)
<input type="checkbox"/> Dec 1, 2009	Nov 20 (5:00 p.m.)	<input type="checkbox"/> Feb 9, 2010	Jan 29 (5:00 p.m.)	<input type="checkbox"/> April 13, 2010	April 2 (5:00p.m.)
<input type="checkbox"/> Dec 8, 2009	Nov 25 (5:00 p.m.)	<input type="checkbox"/> Feb 23, 2010	Feb 12 (5:00 p.m.)	<input checked="" type="checkbox"/> April 27, 2010	April 16 (5:00p.m.)
<input type="checkbox"/> Jan 12, 2010	Dec 31 (5:00 p.m.)	<input type="checkbox"/> Mar 4, 2010	Feb 19 (5:00p.m.)	<input type="checkbox"/> May 11, 2010	April 30 (5:00p.m.)

NATURE OF AGENDA ITEM

- | | | |
|---|---|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> New Business |
| <input type="checkbox"/> Report | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Manager's Report |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> Bids | <input type="checkbox"/> Old Business | <input type="checkbox"/> Other |

EXPLANATION: Commission Approval of Contractor and Contract for Street Light Maintenance Services. ITB 10-03-02**STAFF RECOMMENDATION:** N/A.**BOARD/COMMITTEE RECOMMENDATION:** N/A**FISCAL IMPACT AND APPROPRIATION OF FUNDS:** N/A

- | | |
|---|--|
| <input type="checkbox"/> Amount | <input type="checkbox"/> Acct # |
| <input type="checkbox"/> Transfer of funds required | <input type="checkbox"/> From Acct # |
| <input type="checkbox"/> Bid | <input type="checkbox"/> Grant <input type="checkbox"/> Amount represents matching funds |



Town Attorney review required

☒ Yes ☐ NoTown Manager's Initials: JO

Universal Electric of Florida, Inc.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type See specific instructions on page 2.	Name (as shown on your income tax return) Universal Electric of Florida, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) 6734 N.W. 17th Avenue	Requester's name and address (optional)
	City, state, and ZIP code Ft. Lauderdale, FL 33309	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 50%; height: 20px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 50%; text-align: center;">59</td> <td style="width: 50%; text-align: center;">1898508</td> </tr> </table>	Social security number				or		Employer identification number		59	1898508
Social security number											
or											
Employer identification number											
59	1898508										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ <i>Thup 2/5</i> Date ▶ 03/01/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION****ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783****(850) 487-1395****KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC
6784 N.W. 17TH AVENUE
FORT LAUDERDALE FL 33309**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION****AC# 3831574****EC13001975 06/27/08 078171589****CERTIFIED ELECTRICAL CONTRACTOR
KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA IN****IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2010 L08062700753**

DETACH HERE

AC# 3831574**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD****SEQ# L08062700753**

DATE	BATCH NUMBER	LICENSE NBR	
06/27/2008	078171589	EC13001975	Additional Business Qualification

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2010

**KROYMAN, PHILLIP L
UNIVERSAL ELECTRIC OF FLORIDA INC
6784 N.W. 17TH AVENUE
FORT LAUDERDALE FL 33309****CHARLIE CRIST
GOVERNOR**

DISPLAY AS REQUIRED BY LAW

**CHUCK DRAGO
INTERIM SECRETARY**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:**Receipt # 181-0003166****Business Name:** UNIVERSAL ELECTRIC OF FLORIDA**Business Type:****Owner Name:** INC

ELECTRICIAN/FIRE ALARM CONTRAC

Business Location: 6784 NW 17 AVE**Business Opened:**

FT LAUDERDALE 33309

Business Phone: (954)484-5233**State/County/Cert/Reg:** EC13001975**Exemption Code:** NON EXEMPT**Rooms****Seats****Employees****Machines****Professionals**

10 UNITS

Number of Machines:		For Vending Business Only		Vending Type:	
---------------------	--	---------------------------	--	---------------	--

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 27.00						\$ 27.00

0000000000 0000002700 0000001810003166 1001 0

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

UNIVERSAL ELECTRIC OF FLORIDA

INC

KROYMAN PHILLIP L JR/QUAL

6784 NW 17 AVE

FORT LAUDERDALE FL 33309

2009 - 2010RECEIVED
DATE 6/13/09
TILL 12AREVENUE COLLECTION DIVISION
BROWARD COUNTY, FLORIDA

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/25/10MLA

PRODUCER

Advanced Insurance U/W
3250 N. 29th Avenue
Hollywood, FL 33020
954 416-9712

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Universal Electric of Florida, Inc.
& Philco Electric of Florida, Inc.
6784 N.W. 17th Avenue
Fort Lauderdale, FL 33309

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: FCCI Insurance Company

10178

INSURER B: Scottsdale Insurance Company

41297

INSURER C: American Bankers Insurance

10111

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP00035197	03/01/2010	03/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA00043467	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	XLS0065075	03/01/2010	03/01/2011	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	001WC09A45307	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Property	CPP00035197	03/01/2010	03/01/2011	See Below
C	Inland Marine	CPP00035197	03/01/2010	03/01/2011	See Below
C	Flood	AB00002074	04/02/2009	04/02/2010	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: ITB#: 10-03-01

Certificate Holder is listed as Additional Insured under the General Liability policy as required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

Town of Lauderdale-By-The-Sea
Attn: June White, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charlotte Floyd

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Property Coverage:

Special Form, 80% Coinsurance, Replacement Cost, 5% Wind/Hail Deductible, \$1,000 All Other Perils Deductible

Location: 6784 N.W. 17th Avenue, Fort Lauderdale, FL

Building Limit - \$645,750

Contents Limit - \$102,500

Location - 5311 N.W. 22nd Avenue, Tamarac, FL

Building Limit - \$324,173

Contents Limit - \$15,375

Inland Marine Coverage:

Scheduled Equipment Limit - \$82,000

Schedule on file with Company

Leased or Rented Equipment Limit - \$15,000

Flood Coverage:

Location: 6784 N.W. 17th Avenue, Fort Lauderdale, FL

Building Limit - \$500,000

Deductible - \$500